

07-26-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102798822

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MAAX CANADA INC.

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other CANADA

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 06/04/2004

2. Name and address of receiving party(ies)

Name: Royal Bank of Canada, as

Internal Address: Collateral Agent

Street Address: 200 Bay Street

City: Toronto State: ON Zip: M5J 2W7

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75891089 and add'l trademarks listed on attached Exhibit A

B. Trademark Registration No.(s) 75153808 and add'l trademarks listed on attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$1565.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

July 14, 2004

Date

Total number of pages including cover sheet, attachments, and document: 44

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/23/2004 MBETACHE 00000051 75153808

01 FC:8521
02 FC:8522

40.00 DP
1525.00 DP

TRADEMARK REEL: 003011 FRAME: 0086

ITEM 1 (cont'd)

Additional Conveying Parties

Aker Plastics Company Inc.

Cuisine Expert - C.E. Cabinets Inc.

MAAX Spas (Arizona) Inc.

Pearl Baths, Inc.

ITEM 4 (cont'd)

EXHIBIT A TO TRADEMARKS RECORDATION FORM COVER SHEET
 for
 TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MAAX CANADA INC.

IDENTIFICATION	Country / File Number / Registration Number	STATUS
ACRYLICA COLLECTION & DESIGN	United States 75153808/ 2199243	Registered on 27-10-98
ADVANTA BY MAAX	United States 75891088	Published on 31-12-02
ADVANTA BY MAAX & DESIGN	United States 75891089	Application suspended pending issuance of the Canadian registration
AEROMAX	United States 75494343/ 2374262	Registered on 08-08-00

IDENTIFICATION	Country / File Number / Registration Number	STATUS
AEROSENS	United States 78296726	First Office action issued on 05-02-04 (answer given on 07-04-04 to agent)
AHEAD OF THE WAVE	United States 75388863 / 2518952	Registered on 18-12-01
AIRPOOL	United States 75171301 / 2154603	Registered on 05-05-98
AUDIOMAX	United States 75926273 / 2805187	Registered on 13-01-04
BACKMAX	United States 75388867 / 2361106	Registered on 27-06-00
COMBIMAX	United States 78213712	Application suspended pending issuance of the Canadian registration
ESCAPE	United States 75462660 / 2437840	Registered on 27-03-01
HYDROMAX	United States 78100858 / 2808470	Registered on 27-01-04
MAAX	United States 78055397	Published on 11-02-04
MAAX & DESIGN	United States 74570385 / 2093986	Registered on 09-09-97

TRADE MARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
MAAX Enjoy. Every day	United States 78/299,894	Filed on 12-09-03
MAAX IES	United States 78186966	Filed on 09-05-03
MAAX VILLA	United States 78126146	Approved for publication on 02-12-03
ORIGIN	United States 78127478 / 2779493	Registered on 04-11-03
POLYCRYSTAL	United States 78137359	Filed on 20-06-02
PREMIUM BY MAAX	United States 75462650 / 2361202	Registered on 27-06-00
RAINFOREST	United States 75772212 / 2806821	Registered on 20-01-04
SOUVENIR	United States 75508703 / 2349393	Registered on 16-05-00
STAMINA	United States 78126517	Notice of allowance issued on 18-11-03
STEAMAX	United States 78100896 / 2709405	Registered on 22-04-03
THERAMAX	United States 75462661 / 2770517	Registered on 07-10-03

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
URBAN	United States 78364781	Filed on 09-02-04
AEROLUX	United States 74425237 / 2133594	Registered on 03-02-98
BUBBLE TUB	United States 73405018 / 1267872	Renewed on 18-02-04
DURAFOAM	United States 74425238 / 2135132	Registered on 10-02-98
DURALUX	United States 74424869 / 2145558	Registered on 24-03-98
GENNA	United States 75080130 / 2100937	Registered on 30-09-97
MANHATTAN	United States 75080129 / 2100936	Registered on 08-07-97
NOVI	United States 74290501 / 1764363	Registered on 13-04-93


TRADEMARK

CUISINE EXPERT - C.E. CABINETS INC.

IDENTIFICATION	Country / File Number / Registration Number	STATUS
C.E. CABINETS	United States 75340527 / 2268201	Registered on 10-08-99

TRADEMARK

MAAX SPAS (ARIZONA) INC.

IDENTIFICATION	Country / File Number / Registration Number	STATUS
BACK THERAPY STATION	United States 75328599 / 2282498	Registered on 05-10-99
CALIFORNIA COOPERAGE	United States 73517612 / 1351569	Registered on 30-07-85
CALIFORNIA COOPERAGE	United States 73662181 / 1505721	Registered on 27-09-88
CALIFORNIA COOPERAGE & DESSIN	United States 73343260 / 1245176	Registered on 12-07-83
 <p>CALIFORNIA COOPERAGE & DESSIN <i>California Cooperage</i></p>	United States 73126713 / 1126944	Registered on 20-11-79
CAPTAIN'S CHAIR	United States 75328598 / 2212520	Registered on 22-12-08
DURAMAX	United States 78188149	Published on 06-01-04



IDENTIFICATION	Country / File Number / Registration Number	STATUS
FOOT RELIEF ZONE	United States 75189822 / 2151453	Registered on 14-04-98
HORIZON	United States 73675127 / 1519706	Registered on 10-01-89
HYDROMAX	United States 75031691 / 2094213	Registered on 09-09-97
INFINITI	United States 76517700	Published on 23-03-04
POWERWORKS	United States 74048238 / 1630753	Registered on 08-01-91
ROLL-TOP	United States 73343261 / 1279725	Registered on 29-05-84
SPECTRUM	United States 73675165 / 1519707	Registered on 10-01-89
THERMO-LOCK	United States 74013740 / 1676343	Registered on 18-02-92
SAVANNAH SPAS	United States 76481054	Published on 11-02-04
SAVANNAH SPAS & DESIGN	United States 76513936	Approved for publication on 24-01-04

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
ZONE THERAPY	United States 78195467	Statement of use filed on 04-02-04

TRADEMARK

PEARL BATHS, INC.

IDENTIFICATION	Country / File Number / Registration Number	STATUS
<p>DAHLIA</p> <p>DESIGN ONLY</p> 	<p>United States</p> <p>75443469 / 2344042</p> <p>United States</p> <p>74701895 / 2033434</p>	<p>Registered on 18-04-00</p> <p>Registered on 28-01-97</p>
<p>TRUE WHIRLPOOL</p>	<p>United States</p> <p>75246312 / 2247002</p>	<p>Registered on 25-05-09</p>
<p>PEARL & DESIGN</p> 	<p>United States</p> <p>74726669 / 2039952</p>	<p>Registered on 25-02-97</p>

IDENTIFICATION	Country / File Number / Registration Number	STATUS
PEARL BATHS & DESIGN PEARL BATHS	United States 73611537 / 1433739	Registered on 24-03-97

TRADEMARK

AKER PLASTICS COMPANY INC.

TRADEMARK

REEL: 003011 FRAME: 0098

AKER

IDENTIFICATION	Country / File Number / Registration Number	STATUS
AKER	United States 74365139 / 1889784	Registered on 18-04-95
	United States 78342595	Filed on 18-12-03
THE REMODELER SERIES AKER	United States 74365140 / 1844294	Registered on 12-07-94
SWIRLBATH SERIES	United States 74365138 / 1807341	Registered on 30-11-93 Renewed on 27-01-04
BODYWRAP SYSTEM	United States 75534794 / 2308803	Registered on 18-01-00

Trademark Security Agreement

Trademark Security Agreement, dated as of June 4, 2004 by MAA X CORPORATION ("Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with Borrower, the "Pledgors"), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") dated as of the date hereof among the Borrower, the Guarantors party thereto, Goldman Sachs Credit Partners L.P., Royal Bank of Canada, Royal Bank of Canada, acting through its business group RBC Capital Markets, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and the Lenders from time to time party thereto.

WITNESSETH:

WHEREAS, Pledgors are party to either the U.S. Security Agreement or the Canadian Security Agreement of even date herewith (collectively, the "Security Agreements") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreements and used herein have the meaning given to them in the Security Agreements.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Agreement Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the respective Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the respective Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreements, the provisions of the respective Security Agreement shall control. For the avoidance of doubt, the grants hereunder by Pledgors party to the U.S. Security Agreement and the relationship hereunder between such Pledgors and Collateral Agent shall be subject to such agreement including the governing law provision thereof. For the avoidance of doubt, the grants hereunder by

Pledgors party to the Canadian Security Agreement and the relationship hereunder between such Pledgors and Collateral Agent shall be subject to such agreement including the governing law provisions thereof.

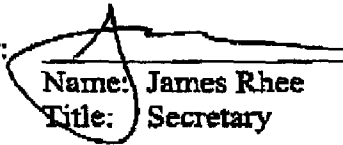
SECTION 4. Termination. Upon the full payment of the Obligations (other than contingent obligations that constitute indemnification obligations that survive termination of the Credit Agreement), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAAX CORPORATION

By: 
Name: James Rhee
Title: Secretary

CUISINE EXPERT - C.E. CABINETS INC.

By: _____
Name:
Title:

MAAX CANADA INC.

By: _____
Name:
Title:

MAAX SPAS (ONTARIO) INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAAX CORPORATION

By: _____
Name: James Rhee
Title: Secretary

CUISINE EXPERT - C.E. CABINETS INC.

By: _____
Name: Denis Aubin
Title: Director & Officer

MAAX CANADA INC.

By: _____
Name: Denis Aubin
Title: Director & Officer

MAAX SPAS (ONTARIO) INC.

By: _____
Name: DENIS Aubin
Title: Director & Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PEARL BATHS, INC.

AKER PLASTICS COMPANY INC.

MAAX SPAS (ARIZONA) INC.

By: *Robert Martin*
Name: Robert Martin
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003011 FRAME: 0103

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 

Name: Gail Watkin
Title: Manager, Agency

By: _____

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MAAX CANADA INC.

IDENTIFICATION	Country / File Number / Registration Number	STATUS
ACRYLICA COLLECTION	Canada 0729851 / TMAA434029	Registered on 30-09-94
ACRYLICA COLLECTION & DESIGN	Canada 0803853 / TMAA479562	Registered on 05-08-97
ACRYLICA COLLECTION & DESIGN	United States 75153808 / 2199243	Registered on 27-10-98
ADVANTA BY MAAX	Canada 1038899 / TMAA562991	Registered on 04-06-02
ADVANTA BY MAAX	United States 75891088	Published on 31-12-02
ADVANTA BY MAAX & DESIGN	Canada 1038900 / TMAA606130	Registered on 24-03-04

IDENTIFICATION	Country / File Number / Registration Number	STATUS
ADVANTA BY MAAX & DESIGN	United States 75891089	Application suspended pending issuance of the Canadian registration
ADVANTAGE	Canada 0802667 / TMA526730	Registered on 18-04-00
AEROMAX	Canada 0637103 / TMA407869	Registered on 12-02-93
AEROMAX	United States 75494343 / 2374262	Registered on 08-08-00
AEROSSENS	Canada 1187228	Approval notice issued on 16-04-03
AEROSSENS	United States 78296726	First Office action issued on 05-02-04 (answer given on 07-04-04 to agent)
AHEAD OF THE WAVE	Canada 0850715 / TMA503066	Registered on 27-10-98
AHEAD OF THE WAVE	United States 75388863 / 2518952	Registered on 18-12-01
AIRPOOL	Canada 0803854 / TMA468086	Registered on 30-12-96
AIRPOOL	United States 75171301 / 2154603	Registered on 05-05-98

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
AIRPLUS	Canada 0773990/ TMA451366	Registered on 01-12-95
AQUASENSATION	Canada 1038915 / TMA555548	Registered on 17-12-01
AUDIOMAX	Canada 1046088 / TMA560441	Registered on 19-04-02
AUDIOMAX	United States 75926273 / 2805187	Registered on 13-01-04
AVALANCHE	Canada 0785805 / TMA461829	Registered on 23-08-96
AXAM	Canada 0728147 / TMA431198	Registered on 29-07-94
BACKMAX	Canada 0850424 / TMA496306	Registered on 17-06-98
BACKMAX	United States 75388867/ 2361106	Registered on 27-06-00
BOLÉRO	Canada 1207009	Filed on 20-02-04
COMBIMAX	Canada 1160799/TMA604746	Registered on 10-03-04
COMBIMAX	United States 78213712	Application suspended pending issuance of the Canadian registration

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
COPLAX	Canada 0728148 / TMA431199	Registered on 29-07-94
CRÉATEUR DE LA NOUVELLE VAGUE	Canada 0850716 / TMA503065	Registered on 27-10-98
DELLA	Canada 1209994	Filed on 17-03-04
DELLA	United States 78386878	Filed on 18-03-04
DUO	Canada 1208803	Filed on 08-03-04
DYNASTIE	Canada 1208973	Filed on 08-03-09
ESCAPE	Canada 0871011 / TMA527612	Registered on 11-05-00
ESCAPE	United States 75462660 / 2437840	Registered on 27-03-01
ETERNITY	Canada 1028005 / TMA543197	Registered on 29-03-01
FREE ACCESS	Canada 0762843 / TMA447134	Registered on 01-09-95
HYDROMAX	Canada 0729850 / TMA434028	Registered on 30-09-94

TRADE MARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
HYDROMAX	United States. 78100858 / 2808470	Registered on 27-01-04
HYDRO SWIRL COLLECTION & DESSIN	Canada 0803852 / TMAA479574	Registered on 05-08-97
LE BATISSEUR	Canada 0618573 / TMAA360776	Registered on 20-10-89
LIBRE-ACCÈS	Canada 0762057 / TMAA447124	Registered on 01-09-95
MAAX	Canada 1085913 / TMAA591327	Registered on 02-10-03
MAAX	United States 78055397	Published on 11-02-04
MAAX	Europe 1596402	Opposition filed by ISOVOLTA following publication Still pending
MAAX	Taiwan, R.O.C. 89027224 / 987758	Registered on 01-03-02

TRADE MARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
MAAX & DESIGN	Thailand 479121, 479122, 479123, 479124	Registered on 30-01-02
MAAX & DESIGN	Taiwan R.O.C. 89027223 / 994642	Registered on 16-04-02
MAAX & DESSIN	Canada 0714195 / TMAA421196	Registered on 17-12-93
MAAX & DESIGN	United States 74570385 / 2093986	Registered on 09-09-97
MAAX Enjoy. Every day	Canada 1187899	Approval notice issued on 09-03-04
MAAX Enjoy. Every day	United States 78/299,894	Filed on 12-09-03
MAAX IES	Canada 1156699/TMA597,740	Registered on 16-12-03
MAAX IES	United States 78186966	Filed on 09-05-03
MAAX VILLA	Canada 1125561/TMA592,420	Registered on 16-10-03

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
MAAX VILLA	United States 78126146	Approved for publication on 02-12-03
MAAX Vivez l'expérience	Canada 1187898	Approval notice issued on 09-03-04
MAESTRO	Canada 1208974	Filed on 08-03-09
MILLENIA	Canada 0856653 / TMA535224	Registered on 19-10-00
MODERNE & DESSIN	Canada 0729852 / TMA443911	Registered on 16-06-95
MOONLIGHT	Canada 1142033	Opposed by Hansgrohe A.G. Waiting for the evidence of the opponent
MOONLIGHT	United States 78127495 / 2778484	Registered on 04-11-03
ORIGIN	Canada 1142034 / TMA596,647	Registered on 05-12-03
ORIGIN	United States 78127478 / 2779493	Registered on 04-11-03
POLYCRYSTAL	Canada 0730409 / TMA431250	Registered on 29-07-94

TRADE MARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
POLYCRYSTAL	United States 78137359	Filed on 20-06-02
PREMIUM BY MAAX	Canada 0865315 / TMA505631	Registered on 16-12-98
PREMIUM BY MAAX	United States 75462650 / 2361202	Registered on 27-06-00
RAINFOREST	Canada 1018365 / TMA537450	Registered on 21-11-00
RAINFOREST	United States 75772212 / 2806821	Registered on 20-01-04
ROMANCE	Canada 1208731	Filed on 08-03-04
SAN FRANCISCO	Canada 1209472	Filed on 12-03-04
SENSATION	Canada 0892989 / TMA546411	Registered on 08-06-01
SOLO	Canada 1207011	Filed on 20-02-04
SOPRANO	Canada 1208881	Filed on 08-03-04
SOUVENIR	Canada 0872992 / TMA508736	Registered on 02-03-99

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
SOUVENIR	United States 75508703 / 2349393	Registered on 16-05-00
SPIRIT	Canada 0871012 / TMA505611	Registered on 16-12-98
STAMINA	Canada 1136822 / TMA600485	Registered on 26-01-04
STAMINA	United States 78126517	Notice of allowance issued on 18-11-03
STEAMAX	Canada 0729849 / TMA434027	Registered on 30-09-94
STEAMAX	United States 78100896 / 2709405	Registered on 22-04-03
TANGO	Canada 1209155	Filed on 10-03-04
TALEN	Canada 1210373	Filed on 19-03-04
TALEN	United States 78401775	Filed on 14-04-04
THE BUILDER	Canada 0729820 / TMA431235	Registered on 29-07-94
THERAMAX	Canada 0871010 / TMA505583	Registered on 16-12-98

TRADE MARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
THERAMAX	United States 75462661 / 2770517	Registered on 07-10-03
TULLY	Canada 1209969	Filed on 17-03-04
TULLY	United States 78386798	Filed on 18-03-04
URBAN	Canada 1205630	Filed on 09-02-04
URBAN	United States 78364781	Filed on 09-02-04
VEGAS	Canada 1209453	Filed on 12-03-04
VALLEY VOLLECTION & DESSIN	Canada 0803851 / TMAA479553	Registered on 05-08-97
WATERGATE PORTES DE DOUCHES	Canada 0776221 / TMAA459041	Registered on 07-06-96
WATERGATE SHOWER DOORS	Canada 0776220 / TMAA459040	Registered on 07-06-96
BAIGNOIRE EN ÎLOT « SOUVENIR »	Canada 93752	Registered on 31-10-01
BATH TUB	Canada 99245	Registered on 09-02-04

TRADEMARK

IDENTIFICATION	Country / File Number / Registration Number	STATUS
AEROLUX	Canada 0723257 / TMAA463640	Registered on 27-09-96
AEROLUX	United States 74425237 / 2133594	Registered on 03-02-98
AQUALUX	Canada 0699478 / TMAA411575	Registered on 23-04-93
BATH CLUB	Canada 0719848 / TMAA429580	Registered on 24-06-94
BUBBLE TUB	Canada 0503270 / TMAA299416	Registered on 25-01-85
BUBBLE TUB	United States 73405018 / 1267872	Renewed on 18-02-04
CORINTHIA	Canada 0675470 / TMAA392946	Registered on 17-01-92
DURAFOAM	Canada 0723259 / TMAA456180	Registered on 29-03-96
DURAFOAM	United States 74425238 / 2135132	Registered on 10-02-98
DURALUX	Canada 0723258 / TMAA464620	Registered on 25-10-96
DURALUX	United States 74424869 / 2145558	Registered on 24-03-98

TRADEMARK